held that the defendant did practice medicine within the meaning of the statute, but a new trial was ordered because the trial court in instructing the jury failed to recognize a clause in the statute excepting the practice of the religious tenets of any church. The reasoning in this case was followed in *People* v. *McTier,* 184 Ill. App. 635. In the recent case of *Crane* v. *Johnson,* 37 Sup. Ct. 176, the Supreme Court of the United States upheld the validity of a California statute regulating the practice of medicine, which specifically excepted "treatment by prayer" and the "practice of religion." In that case the person objecting to the statute did not pretend to use prayer in his treatment.

CONTRACTS—MUTUALITY.—Plaintiff and defendant entered into an agreement in writing whereby defendant, a manufacturer of sugar, agreed to sell, and plaintiff as a wholesale dealer in groceries, agreed to buy, all of plaintiff's "August requirements" of sugar at a fixed price. Sugar advanced in price. Plaintiff demanded of defendant an amount of sugar alleged to be the ordinary and normal quantity used by plaintiff for his trade. Defendant declined to deliver. *Held,* the contract was invalid for want of mutuality. *Jenkins & Co.* v. *Anaheim Sugar Co.,* 237 Fed. 278.

That the plaintiff's obligation to buy none of its "August requirements" from any person other than the defendant, was detriment to the promisee, and sufficient consideration to support the contract, the court agreed. The presence of consideration should furnish the only element of mutuality required. The court further declared that an agreement to buy and sell the requirements of an established business in which the use of the thing "required" is but incidental to the carrying on of the business itself is valid and should be upheld, but that invalidity results when the amount of the commodity to be purchased is determined by the mere wish, desire, or caprice of the purchaser. This distinction rests on no sound legal principle. The demand for "certainty," and for the elimination of "caprice" has probably resulted from two considerations, viz: the desire to simplify the question of damages, and the good policy of minimizing a large element of speculation which exists in such contracts. But the difficulty of ascertaining the damages of a breach can in no way touch the validity of the agreement, and if the state is to furnish the business sagacity which the parties lack, it should be offered by the legislature, not the courts. In a recent, and better reasoned, case involving the same question it was held that if the intention of the contract be clear, the mere uncertainty of the amount involved does not invalidate it. *Ramey Lumber Co.* v. *Schroeder Lumber Co.,* 237 Fed. 39. This is sound. It cannot be explained on principle how an option which results from the very terms of the contract, and for which there is admittedly sufficient consideration, can defeat the validity of the agreement.

CORPORATIONS—HOLDING STOCK IN LOCAL CORPORATION BY FOREIGN CORPORATION IS "DOING BUSINESS" IN THE STATE.—A Maine corporation owned practically all the stock of an Illinois corporation organized to sell life insurance. Under its Maine charter the corporation could not sell life insur-